

September 1, 1999

Wayne Berry
P.O. Box 177
348 Puuhale Road
Honolulu, Hawaii 96819

Jack Borja
Chief Executive Officer
Atlantic Pacific International, Inc.
3049 Ualena Street, Suite 715
Honolulu, Hawaii 96819

Dear Jack:

This letter pertains to the matter of my custom software and computer system currently being used by Atlantic Pacific International, Inc. and Fleming Foods, Inc. With the dissolution of the API/Fleming Partnership I am concerned over the future of my software and the overall system. As you will recall, I have never billed or collected monies from API or Fleming for this system. I came to work for API as a consultant in 1996. This consulting work has been in the area of management and procedures. The work and accomplishments in creating the California consolidation/trucking terminals and streamlining operations has been personally rewarding and you have been very generous with regards to the monetary rewards. However, I have continued to modify, upgrade and add hardware and software components to the system, many times out of my own pocket, in the other half of my 18-hour workday. It has been a grueling schedule and has taken it has toll in many ways, but I think our accomplishments speak for themselves.

As with any custom designed software system, this system is essentially worthless to anyone other than Fleming and API. I always do my homework and have protected the work by a variety of Copyrights and other means. I have struggled with the idea of what

EXHIBIT 1

Trial
Ex. 58

1000465

to do with this product. I have other opportunities that will require that I commit my primary amount of time and energy beginning next summer. Therefore, I would like to offer the system for sale to API and/or Fleming for \$300,000 payable by September 15, 1999. I would transfer complete ownership and rights to the product and leave whatever hardware I own in place as part of that price. Furthermore, I will not leave this system unattended. The system requires a moderately capable operator to watch over and maintain this system. For this I would offer myself for a period of six months, at a rate of \$15,000 per month beginning October 1, 1999. During this six-month period, I will train a replacement, assist in documenting the system and complete whatever changes are left and/or required.

Please let me know if this offer is acceptable. If it is not, I will need to remove the system and place everyone on notice with regards to the potential consequence of Copyright infringements. I anticipate a response to this letter no later than Friday, September 3, 1999. If you have any questions, please do not hesitate to contact me.

Sincerely,

Wayne Berry

Cc: Timothy Hogan Esq.

A00466